



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY  
and [tenant name suppressed to protect privacy]

## **Decision**

### **Dispute Codes:**

MNR, OPR, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord seeking an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent dated February 27, 2013, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

The applicant was present and participated in the hearing. Despite being served with the Notice of Hearing documents by registered mail sent on March 13, 2013, as verified by the Canada Post receipt and tracking number, the respondent did not appear. The hearing was therefore conducted in the respondent's absence.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

### **Background and Evidence**

The tenancy began on July 15, 2010 and the rent is \$1,050.00 per month. A security deposit of \$525.00 was paid.

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated February 27, 2013 with effective date of March 8, 2013 and a copy of the tenancy agreement. No copy of the resident ledger was submitted, but the landlord testified that the tenant had fallen into arrears and by February had accrued arrears of \$5,925.00 and the 10-Day Notice to End Tenancy for Unpaid Rent was served. The landlord testified that the tenant did not pay the arrears, did not dispute the Notice and did not move out. The landlord testified that, since the application was made, the tenant has not paid the arrears and continued to accrue a debt that now totals \$8,025.00, which is being claimed. The landlord is also seeking an Order of Possession.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent in person. The tenant has not paid the arrears and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts, I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$8,075.00, comprised of \$8,025.00 accrued rental arrears since September 2012 to date and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$525.00 in partial satisfaction of the claim leaving a balance due of \$7,550.00.

I hereby grant the landlord an order, under section 67 of the Act, for \$7,550.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

### **Conclusion**

The landlord's application is successful and the landlord is granted a monetary order for rental arrears and an Order of Possession

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 08, 2013

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Residential Tenancy Branch